

August 2, 2011
See revision p. 2

Amendment 89
Contract No. 229944

**To the Contract for the Design, Implementation, Operation and Maintenance of
the Regional Fare Coordination System**

This Amendment 89 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19TH day of NOVEMBER, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the monthly maintenance fee commencing June 1, 2009 to monitor and maintain a VPN connection between ERG in Perth, Australia and Sound Transit's (ST) Ticket Vending Machine (TVM) vendor, Scheidt and Bachmann (S&B), located in Moenchengladbach, Germany and Burlington, MA. This work is performed per RFCS-RFI 522 *TVM Integration – Testing in RTB* and CR-002343 *VPN for TVMs*.
- C. The Parties agree that the Work necessary to monitor and maintain a VPN connection will be compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to monitor and maintain a VPN connection for a ST TVM between Perth, Australia and S&B locations in Moenchengladbach, Germany and Burlington, MA.

1.2 The Contractor will maintain the VPN per the following Key Performance Indicators:

(a) The VPN connection is expected to be available and working at all times, allowing for reasonable maintenance downtime, and specifically any time a software change is made by ERG in Perth, whether it is a maintenance release or a hardware/software update of the TVM 'kit'.

(b) ERG must notify S&B and ST within 24 hours of software changes that affect the TVM 'kit'.

1.3 The Contractor will provide Sound Transit with a ~~monthly~~ report on the performance of the VPN.

1.4. Sound Transit may terminate this service by providing the Contractor with 30 days written notice prior to the service termination date.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Mac
8/2/11
on request
UC

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the work necessary to maintain and monitor a VPN connection between Australia, Germany and Massachusetts (USA) for a Sound Transit TVM.	
<ul style="list-style-type: none">• The Contractor may invoice ST a monthly service fee commencing December 1, 2010• The Contractor may invoice ST a one-time payment for the monthly service fee for the period of June 1, 2009 through November 30, 2010 (17 months)	

\$368/month

\$6,256

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Eighty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: Michael Cook
Its: GM
Date: 8-17-11

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: 11/19/2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur
Date: 11/11/2010

In the presence of:

[Signature]
Witness Signature Date: 11/11/2010

Witness name: PATTY HAZARD